

ADOPTED

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MEMORANDUM

MAY 17, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
ROBERT MCGILVRAY, CHIEF OF REHABILITATION

SUBJECT: SOUTH END RENEWAL AREA PROJECT NO. MASS R-56,
PERMISSION TO EXECUTE A PARKING LICENSE WITH
BRIDGE OVER TROUBLED WATERS FOR PARCEL 5 AT
142 SHAWMUT AVENUE

SUMMARY: THIS MEMORANDUM REQUESTS AUTHORIZATION FOR THE DIRECTOR TO EXECUTE A LICENSE AGREEMENT WITH BRIDGE OVER TROUBLED WATERS TO ALLOW FOR PARKING ON THE BRA-OWNED PARCEL 5 ADJACENT TO THE BRIDGE OVER TROUBLED WATERS CENTER FOR HOMELESS YOUNG PEOPLE AT HOLY TRINITY CHURCH AT 140 SHAWMUT AVENUE IN THE SOUTH END.

Bridge Over Troubled Waters ("Bridge") operates a transitional housing facility for homeless young people in the Rectory of the Holy Trinity Church at 140 Shawmut Avenue in the South End. This facility is open 24 hours a day. The adjacent Parcel 5, which is vacant and owned by the Boston Redevelopment Authority (BRA) has been used for parking for staff, client emergency response, meetings, and deliveries. Bridge would like to have formal use of the lot so as to control parking and add a measure of security when staff change shifts in late night hours or early morning hours when the MBTA is not available.

The developer has requested permission to use and control the lot under the usual conditions of a BRA license.

The proposed License Agreement (see attachment) requires the licensee to assume all expenses for improvements to the lot, and to comply with applicable codes and ordinances. Further, the licensee must obtain, prior to entry, liability insurance naming the BRA as co-insured.

It is, therefore, recommended that the Director be authorized to enter into a License Agreement with Bridge Over Troubled Waters, of 140 Shawmut Avenue, Boston, substantially in the form attached.

An appropriate vote follows:

VOTED: That the Director be authorized to execute a License Agreement with Bridge Over Troubled Waters for Parcel 5, containing approximately 8,543 square feet of vacant land located at 142 Shawmut Avenue in the South End Urban Renewal Area, substantially in the form as attached, said License Agreement to include the additional provision that the BRA receive primary insurance coverage.

HERALD STREET

AVE.

WASHINGTON

WILLIAM E MULLINS WAY

HOLY TRINITY RECTORY

PARCEL 5

SHAWMUT

N.B. TEL.

STREET

WATERFORD

STREET

GARLAND

STREET

CASTLE SQUARE HOUSING

E. BERKELEY

SE-66

SE 59

6b E-98

LOADING

PLATFORM

ST

DAY

10874

BRIDGE

OVER TROUBLED WATERS

47 West Street, Boston, MA 02111 • (617) 423-9

April 18, 1990

Stephen Coyle
Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

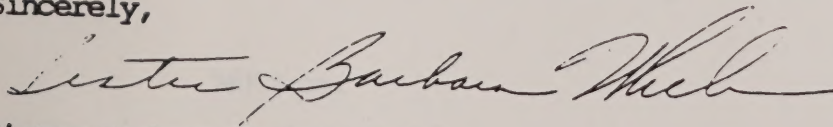
Dear Mr. Coyle:

I am writing to you with the hope that you can help us with a concern. Bridge Over Troubled Waters, the runaway and homeless youth agency, operates two off-site residential facilities for homeless young people. One of the programs is located at the Holy Trinity Rectory on Shawmut Avenue in the South End. The Catholic Archdiocese leases the building to Bridge on a long term lease for one dollar per year. The residence operates seven days per week, twenty-four hours per day. Staff change shifts during the late night hours, necessitating them bringing cars to work because the T is closed at that time. The site is adjacent to an empty lot and Bridge would like to request that our program, as well as the church and the soup kitchen located in the church, be granted permission to use that lot for staff parking.

Various people use the lot now and over the years, when Bridge staff have parked there, their cars have been smashed, broken into, and had tires slashed, thus making it an undesirable place to park. We do have access to the long narrow driveway at the Rectory, but with food deliveries, client emergencies, meetings and shift changes, ~~it is cumbersome to be juggling cars in and out all day and night.~~

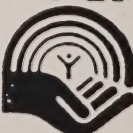
I am hopeful that you will be able to give us permission to use the lot. When this is settled, we would like to proceed with considering some type of ~~security fence to protect staff vehicles from vandalism.~~ I look forward to hearing from you in the near future regarding this matter.

Sincerely,



Sister Barbara Whelan, csj
Executive Director

THIS AGENCY IS
SUPPORTED BY



United Way

KIT CLARK SENIOR HOUSE

1500 Dorchester Avenue, Dorchester, Massachusetts 02122 (825-5000) TTY: 825-0891

April 18, 1990

Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Coyle:

I am writing to you regarding your property/lot adjacent to 140 Shawmut Avenue. The Cardinal Medeiros Center, a day shelter for the older homeless adult, is located in Holy Trinity Church at 140 Shawmut Avenue. It is a program of the Kit Clark Senior House. For five years now staff have parked in your lot and we have a dumpster in the lot. Recently we were told you were going to fence it in. This particularly creates a problem with the dumpster.

If there are not plans for this lot, could we continue to use it?

I would appreciate any help you can give us in this regard.

Thank you.

Sincerely,

Sandra K. Albright
Sandra K. Albright,
Executive Director

KA:coc

Sharing in
OUR MIDDLEWAY
COMMUNITY

a member agency of Federated Dorchester Neighborhood Houses, Inc.

1500 DORCHESTER AVENUE
DORCHESTER, MA 02122
825-5000

900427-105

BRIDGE

OVER TROUBLED WATERS

May 8, 1990

47 West Street, Boston, MA 02111 • (617) 423-957

Mr. Robert McGilvray
Chief of Rehabilitation
Neighborhood Housing and Development
1 City Hall Plaza
Boston, MA 02201

Dear Mr. McGilvray:

Enclosed you will find seven letters of support from residents in the Castle Square area regarding Parcel 5 (Holy Trinity Rectory).

The following persons have written in support of our cause:

Deborah Backus
11C Emerald Court
Boston, MA 02118

Juandamarie Brown
23C Emerald Court
Boston, MA 02118

Nadine Gibbs
27B Village Court
Boston, MA 02118

Ruth Wallace
2 Castle Court
Boston, MA 02118

Mrs. Irene Gilchrist
42 Paul Place
Boston, MA 02118

Ann Moy
17A Village Court
Boston, MA 02118

May Char
5C Village Court
Boston, MA 02118

Thank you for your assistance in this matter. Please do not hesitate to contact me if there is anything additional that needs to be completed.

Sincerely,

Barbara Whelan, C.S.J.
Executive Director

THIS AGENCY
SUPPORTS



Y

May 5/1990

To: Boston Redevelopment Authority

For the past three years, Bridge over Troubled Waters has been operating a residential program for homeless adolescents at the Holy Trinity Rectory, 140 Shawmut Avenue, Boston.

I support this program because it offers housing, counseling, and living skills to youth who would otherwise be homeless. It is a necessary alternative to living on the streets of Boston.

Bridge staff members rotate coverage at the facility 24 hours a day, seven days a week.

I support the Boston Redevelopment Authority in leasing the property beside the Rectory (Parcel 5) to Bridge for a parking area for the program staff.

Debrah Bokun
110 Emerald Ct
Boston, MA 02118

May 6, 1990

Juandamarie Brown
23C Emerald Ct.
Boston, MA 02118

TO: Boston Redevelopment Authority

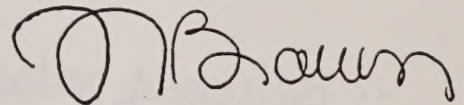
For the past three years, Bridge Over Troubled Waters has been operating a residential program for homeless adolescents at the Holy Trinity Rectory, 140 Shawmut Avenue Boston.

I support this program because it offers housing, counseling, and living skills to youth who would otherwise be homeless. It is a necessary alternative to living on the streets of Boston.

Bridge staff members rotate coverage at the facility 24 hours a day, seven days a week.

I support the Boston Redevelopment Authority in leasing the property beside the Rectory (Parcel 5) to Bridge for a parking area for the program staff.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Brown", with a stylized, cursive script.

Juandamarie Brown

May 5, 1990

To: Boston Redevelopment Authority
For the past three years, Bridge
Over troubled Waters has been operating a
residential program for homeless adols
cents at the Holy Trinity Rectory, 40 Shaw-
mut Avenue, Boston.

I support this program because
it offers housing, Counseling, and living skills
to youth who would otherwise be homeless.
It is a necessary alternative to living on
the Streets of Boston.

Bridge staff members rotate
coverage at the facility 24 hours a day, seven
days a week.

I support the Boston Redevelop-
ment Authority in leasing the property beside
the Rectory (Parcels) to Boston for a parking
area for the program staff.

Sincerely,
Nadine Abbs
27-B-Village Ct
Boston Ma.
02118

July 5, 1990

To Boston Redevelopment Authority

For the past three years, Bridge Over troubled Waters has been operating a residential program for homeless adolescents at the Holy Trinity Rectory, 190 Shawmut Avenue, Boston.

I support this program because it offers housing, counseling, and living skills to youth who would otherwise be homeless. It is a necessary alternative to living on the streets of Boston.

Bridge staff members rotate coverage at the facility 24 hours a day, seven days a week.

I support the Boston Redevelopment Authority in leasing the property beside the Rectory (Parcel 5) to Bridge for a parking area for the program staff.

Ruth M. Hallam
24 Castle Court
Boston, Mass

May 5, 1999

TO : Boston Redevelopment Authority

For the past three years, Bridge Over Troubled Waters has been operating a residential program for homeless adolescents at the Holy Trinity Rectory, 140 Shawmut Avenue, Boston.

I support this program because it offers housing, counseling, and living skills to youth who would otherwise be homeless. It is a necessary alternative to living on the streets of Boston.

Bridge staff members rotate coverage at the facility 24 hours a day, seven days a week.

I support the Boston Redevelopment Authority in leasing the property beside the Rectory (parcel 5) to Bridge for a parking area for the program staff.

Mrs Irene Gilchrist

42 Paul Place

Boston, Mass

02/18

5/3/90

To Whom It May Concern:

For the past 3 years, Bridge Over Troubled Waters has been operating a residential program for homeless adults at the Holy Trinity Rectory, 140 Shawmut Ave., Boston.

I support this program because it offers housing, counseling, & living to youth who would otherwise be homeless. It is a necessary alternative to living the streets of Boston.

I understand the Bridge staff numbers rotate coverage at the facility 24 hours a day, seven days a week.

I support the Boston Redevelopment Authority in leasing the property beside the Rectory (Parcel 5) to Bridge for a parking area for the program staff.

Sincerely,
Ann Mary
Castle Square Res
17A Village Ct.
Boston, MA 02118

5/2/90

To Whom It May Concern:

For the past three years, Bridge Over Troubled Waters has been operating a residential program for homeless adoles. at the Holy Trinity Rectory, 140 Shaw Ave., Boston.

I support this program because it offers housing, counseling, and living skills to youth who would otherwise be homeless. It is a necessary alternative living on the streets of Boston.

Bridge staff members rotate coverage at the facility 24 hrs. a day seven days a week.

I support the Boston Redevelopment Authority in leasing the property beside the Rectory (Parcel 5) to Bridge for a parking area for the program staff.

Sincerely,
May Chan
Castle Square Rd
B-C Village Et
Boston, Ma 02118

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
BRIDGE OVER TROUBLED WATERS

This Agreement is made as of the _____ day of May, 1990 by and between the Boston Redevelopment Authority, hereinafter called the Licenser, and Bridge Over Troubled Waters hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area is Parcel 5 of the South End urban Renewal Area Plan. Parcel 5 is located at 142 Shawmut Avenue, and contains approximately 8,543 square feet of vacant land, and shall be used exclusively as an off-street facility for the parking of motor vehicles owned by members of the staff of Bridge Over Troubled Waters.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licenser. No obligation on the part of the Licenser direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be One Dollar per year.
5. The Licensee shall indemnify and save harmless the Licenser from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licenser may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licenser, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licenser and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand (\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licenser shall be named as an

additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.

7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its

equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

By: _____
Bridge Over Troubled Waters

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their employees or agents working on or in the License Area for conformance with this License Agreement.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensors' design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensors or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensors.
10. Licensee will permit the Licensors or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensors to utilize the License Area.
11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.

12. In conjunction with a general increase in the rents in the Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee but in no event will the fees increase more than the average increase borne by all similar licenses in the Project in the same year.
13. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.